

**SOUTHINGTON PUBLIC SCHOOLS
SOUTHINGTON, CONNECTICUT**

ASSISTANT SUPERINTENDENT'S CONTRACT

July 1, 2021 – June 30, 2024

It is hereby agreed by and between the Board of Education of the Town of Southington (hereinafter called the "Board") and Frank M. Pepe (hereinafter called the "Assistant Superintendent") that the said Board has and does hereby employ the said Frank M. Pepe, as Assistant Superintendent of Schools for Curriculum, Instruction and Learning for Southington, Connecticut, and that he hereby accepts employment as Assistant Superintendent upon the terms and conditions hereinafter set forth.

I. EMPLOYMENT AND DURATION

The term of employment under this contract is three (3) years, from July 1, 2021 to June 30, 2024. The Assistant Superintendent and the Board agree that they shall adhere to the following procedures to extend the Assistant Superintendent's employment under this contract for an additional period of three (3) years:

A. At least three (3) months prior to the end of the second year of the contract, the Board, at the request of the Assistant Superintendent, may vote as to whether to issue a new three-year agreement.

B. If the Board does not exercise the option described in paragraph A hereof, this Agreement shall remain in full force and effect according to its terms 1) until it expires, 2) until it is terminated in accordance with its provisions, or 3) until a successor agreement is entered into by the parties.

C. Anything in this Section to the contrary notwithstanding, the provisions of Section VII shall take precedence and the Assistant Superintendent's employment may be terminated under the provisions of said Section.

II. CERTIFICATION AND RESPONSIBILITIES

A. Certification. At all times during the term of this Agreement, the Assistant Superintendent shall hold such valid certification as required by the Commissioner of Education of the State of Connecticut. If the Assistant Superintendent fails to so possess or maintain such certification, then this Contract shall be void, and the Assistant Superintendent's employment may be immediately terminated without any right to the proceedings provided in Section VII or any other redress at law or in equity.

B. Duties. The Assistant Superintendent, shall perform all duties incident to the office of the position as described in the job description, Board policies, administrative regulations, and state and federal laws, and shall perform such other duties as the Superintendent may require from time to time including, but not limited, to planning, directing, coordinating and supervising curriculum and instruction and serving in the absence of the Superintendent as the Chief Executive Officer of the District. The Assistant Superintendent shall report and be responsible to the Superintendent of Schools.

III. SALARY

A. The Assistant Superintendent's annual base salary shall be set by the Board of Education and shall be based upon merit assessed by the Superintendent and reported to the Board annually. For the 2021/22 fiscal year, the salary shall be One Hundred Eighty-Five Thousand Dollars (\$185,000).

B. Thereafter, the base salary of the Assistant Superintendent shall be negotiated annually.

C. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract provided; however, any such adjustment shall not be considered an extension of this contract. A new contract will be executed whenever the Assistant Superintendent is elected to a new three-year term.

D. Base salary for the Assistant Superintendent's services under any subsequent contract of employment shall be negotiated and agreed to by the Board and the Assistant Superintendent prior to the commencement of the new contract term. If no agreement concerning base salary is reached, the Assistant Superintendent's base salary shall continue at the rate of the preceding year.

IV. BENEFITS

A. Medical Insurance. Effective July 1, 2021, the Board of Education shall provide the Assistant Superintendent and his eligible dependents with health insurance coverage through the High Deductible/BSA plan ("HSA plan") offered to certified administrators employed by the Board. The HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) <i>Note: preventive care not subject to deductible</i>	\$2,250/4,500	
Co-insurance	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In/Out of Network, Out-of-Pocket Max ⁽¹⁾	\$5,500/11,000 (Includes deductible and in/out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited

(1) Note: If a participant incurs no out-of-network services after the deductible, the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund \$1,000/\$2,000 of the applicable HSA deductible amount. The Board's contribution toward the deductible will be deposited into the Assistant Superintendent's HSA in September and the remaining one-half will be deposited into the Assistant Superintendent's HSA in March. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees of the Board. The Board shall have no obligation to fund any portion of the HSA deductible upon separation from employment.

Effective July 1, 2021, the Board shall also provide the Assistant Superintendent and his eligible dependents with dental coverage under the dental insurance plan provided to certified administrators employed by the Board.

The Assistant Superintendent shall contribute toward the costs of such health and dental insurance, by payroll deduction, as set forth below.

Effective July 1, 2021, and effective on each July 1st thereafter, the Assistant Superintendent insurance premium contributions shall be reduced as set forth below if the Assistant Superintendent's enrolled spouse and dependents (as applicable) participate in all applicable components of a wellness incentive program to be established by the Board in coordination with the Board's insurance plan administrator.

Accordingly, the Assistant Superintendent shall pay the following percentages toward the costs of the health and dental insurance coverage set forth above, as applicable, based on compliance with the wellness provisions set forth above:

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2021	22%	N/A
Effective July 1, 2022	23%	N/A
Effective July 1, 2023	TBD%	TBD%

B. Long Term Disability. The Board shall pay the premium for a Long-term disability income protection policy with benefits to become effective after one hundred eighty (180) days of absence from work at rates of sixty (60%) percent of salary per month to a maximum of \$7,500 per month effective until age sixty-five (65). This description is intended only as a summary of certain aspects of said policy and it is agreed that disability requirements and benefits levels under said policy shall be determined in accordance with the provisions of the master insurance policy in effect.

C. Life insurance. The Board will provide the Assistant Superintendent with a \$380,000 term life insurance policy effective during the term of this contract. The Assistant Superintendent may elect to purchase additional amounts of group-term life insurance, provided that the following conditions are observed:

- i. the applicable master group-term life insurance policy in effect at the time must permit such additional purchase;*
- ii. there shall be no additional cost to the Board, and the full cost of all premium payments for such additional coverage shall be borne by the Assistant Superintendent.*
- iii. elections to purchase additional amounts of group-term life insurance must be made in increments of \$10,000.00; and*

- iv. *if the Assistant Superintendent makes the additional purchase via payroll deductions as opposed to direct arrangement with and payment to the insurance carrier or agent, elections to purchase additional increments of group-term life insurance must be made only during the month of April of each year, and no changes in such additional purchase arrangements shall be made at any time during the next year.*

Upon retirement, the Assistant Superintendent may elect to maintain the life insurance coverage up to a maximum of \$250,000. If he elects this option, he will be responsible for the one hundred (100%) percent of the group rate premium.

D. Cell phone. The Board shall provide the Assistant Superintendent with a cell phone for his use, with the costs borne by the Board.

E. Professional meetings and memberships. The Assistant Superintendent shall attend appropriate professional meetings at the local, regional, state and national level, the expenses of said attendance and membership fees to be incurred by the Board.

V. WORK YEAR AND LEAVE

A. Work Year. The Work Year for the Assistant Superintendent shall consist of 260 workdays. The Work Year is the contract year (July 1-June 30).

B. Holidays. The Assistant Superintendent will be entitled to the following thirteen (13) legal holidays as non-workdays.

New Year's Day	Memorial Day	Veterans' Day	Floater Holiday
Martin Luther King Day	Independence Day	Thanksgiving	
Presidents' Day	Labor Day	Day after Thanksgiving	
Good Friday	Columbus Day	Christmas	

C. Vacation: The Board of Education shall provide the Assistant Superintendent with twenty-five (25) vacation days annually, exclusive of legal holidays, with such days to be taken during the year in which they are earned. The Assistant Superintendent may carry over up to ten (10) days of vacation from one contract year to the next, upon prior notification to the Superintendent of Schools.

D. Sick Leave. The Board shall provide the Assistant Superintendent with twenty (20) sick days annually, with a maximum accumulation of 180 days. Sick days accrued from the Assistant Superintendent's current Southington Public Schools position will carry over to his current position.

E. Personal Days. The Board shall provide the Assistant Superintendent annually with three (3) personal days; said leave may not accumulate.

VI. OUTSIDE PROFESSIONAL ACTIVITIES.

The Assistant Superintendent shall devote his full time, abilities and energies to his duties and responsibilities to the Board and to the Southington Public School System. However, the Assistant Superintendent may undertake consultative work, speaking engagements, lecturing or other professional duties and obligations provided such activities do not, in the opinion of the Superintendent of Schools, interfere with the meeting of his responsibilities as Assistant Superintendent. The Assistant Superintendent agrees to provide written notice to the Superintendent prior to any commitment to undertake such duties and obligations.

VII. TERMINATION OF EMPLOYMENT CONTRACT

A. The parties may, by mutual consent, terminate this contract at any time.

B. The Assistant Superintendent may terminate this contract upon written notice of sixty (60) days except that the sixty (60) day notice is not required if termination is part of an action to implement a new contract; in which case, verbal notice by the Assistant Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The employment relationship between the parties may be terminated or non-renewed as provided for in Connecticut General Statutes §10-151.

VIII. GENERAL PROVISIONS

A. All notices or other communications to be given under this Agreement shall be in writing. Notices or communications to the Board of Education shall be delivered to its business address; notices or communications to the Assistant Superintendent shall be delivered to the Assistant Superintendent's home address as on file in the Board offices.

B. No waiver by any of the parties to this Agreement or any breach of condition, term or provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other condition, term or provision. This Agreement may not be amended, supplemented,

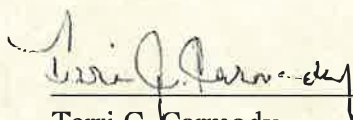
or otherwise modified, except by a written instrument signed by both the Board and the Assistant Superintendent.

C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and written and/or oral agreements with respect to the employment of Frank M. Pepe as Assistant Superintendent.

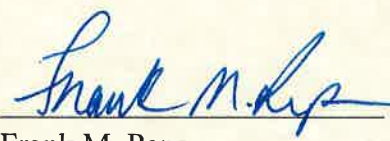
D. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects valid and enforceable.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

Dated this 25th day of June, 2021.



Terri C. Carmody



Frank M. Pepe